CONTRACT FOR THE SUPPLY OF INDEFINITE BUSINESS REQUIREMENTS. — A promise by one party to buy all the ice necessary for carrying on his business of ice dealer was, in a recent case, held good consideration for a promise to supply such a quantity at certain prices. *Hickey* v. *O'Brien*, 82 N. W. Rep. 241 (Mich.). The decision is important, for although contracts to meet indefinite business requirements must be frequent, the few cases testing their validity are in conflict. The weight of authority is in accord with the principal case. *National Furnace Co.* v. *Keystone Mfg. Co.*, 110 Ill. 427; *Smith* v. *Morse*, 20 La. Ann. 220. But in some courts the contrary view has prevailed. *Bailey* v. *Austrian*, 19 Minn. 535; *Keller* v. *D'Barru*, 3 Cal. 147.

In *Bailey* v. *Austrian*, *supra*, the leading case in support of the latter view, the plaintiffs agreed to purchase of the defendant all the pig iron they might want in their business during a specified time. The court held the contract invalid, because the plaintiffs did not "agree to want any quantity whatever:" as by discontinuing business they could avoid all obligation, and thus were bound by no positive agreement. In the principal case the court, while rightly differing from this decision, met the objection it offered on the untenable ground that since it must be presupposed that the business would continue, the purchase of some ice was in truth agreed upon. But the promisor made no stipulation to keep up the business, and he was, therefore, at liberty to act so as to incur no obligation to buy. The true test of validity in such a case is not whether the promise made necessary the purchase of some ice, but whether it fettered, or might have fettered, the promisor's conduct? Such clearly was the effect of the present promise. The promisor made an absolute engagement to refrain from buying ice for business purposes from any one but the promisee. His free action was hampered, for he had either to incur an obligation, or to give up his business. Therefore, while the reasoning of the principal case would seem unsound, its conclusion is obviously correct.

The decisions opposed to this view are apparently based on the supposition that a promise to buy whatever materials one may need in business is like a promise to do something entirely at one's pleasure, as, for example, to pay whatever wages one may please or see fit. But the two differ essentially. The latter, unless interpreted to mean performance or payment of what is reasonable, constitutes no true promise. No intention is expressed; no expectation of performance excited. It is in effect a mere statement, under the guise of a promise, that one will do what he will do. A promise like that in the principal case, however, which imposes a restriction on the promisor's free action, affords, as was decided, a perfectly good consideration.

NEGLIGENCE OF A BAILEE IMPUTED TO HIS BAILOR. — Few questions have led to such dispute and confusion as that of imputed negligence. In a recent case a mule, lent by the plaintiff, was injured by the concurring negligence of the bailee and the defendant. It was held that the bailee's negligence must be imputed to the plaintiff and was therefore a bar to his recovery. *Illinois Cent. R. R. Co.* v. *Sims*, 27 So. Rep. 528 (Miss.). The decision is opposed to the true rule of contributory negligence, which denies recovery only where the plaintiff's own negligence, or that of his servant or agent, has contributed to cause the injury. The defendant's